

**AMENDMENT TO OPERATING AGREEMENT BETWEEN CITY OF LINCOLN,
NEBRASKA AND WOODS PARK TENNIS CORPORATION**

This Amendment to Operating Agreement is made and entered into on this ____ day of _____, 20__, between City of Lincoln, Nebraska and Woods Park Tennis Corporation.

The parties agree to AMEND Section 6 as follows:

Operator will honor shared use agreements between City and Lincoln Public Schools, ~~by providing outdoor court time free of charge for Lincoln Public School practices and events.~~

The parties agree to AMEND paragraph of Section 12 as follows:

Operator shall pay to the City rental equal to 5% of Operator's gross revenues from the operations at Woods Tennis Complex and other City managed courts, including concessions, payable in quarterly payments for periods ending June 30, September 30, December 31 and March 31. Gross Revenue shall not include either grant funds or other money received as pledges or gifts to Friends of Woods Tennis, Inc. or the Lincoln Parks Foundation. Said payments are due forty-five days after the end of each period and are to be accompanied by the "Total Sales from City Operations" statement of Operator's quarterly "Statement of Income and Retained Earnings," a report completed by Operator's accountants. Operator shall issue an annual financial report for the purpose of showing gross receipts, taxes, percent and total owed the City, and Operator's recoupment of cost on permanent structure, if any. Such financial report shall be issued on or before March 31 to be reviewed by the Finance Director. In addition, the City shall at all reasonable times be permitted to inspect the financial records of Operator as they pertain to this operation.

The City agrees to place all revenue derived from this project in the Tennis Capital Improvement Fund to be used only for future major renovation of Capital Improvements to the clubhouse and tennis center in Woods Park. Funds in the Tennis Capital Improvement Fund may be used for permanent structure costs, including campaign design studies, architect fees and expenses, and costs of construction.

The parties agree to AMEND Section 19 as follows:

Neither Operator nor its agents or employees shall be considered to be employees of the City, and it is expressly understood that neither Operator nor any of its staff are employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

The parties agree to ADD Section 25 as follows:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation**

By: _____
Chris Beutler, Mayor

**WOODS PARK TENNIS CORPORATION,
A Nebraska corporation**

By: _____
Jean Uffelman, President